

REMARKS

Claims 1-6, 11-14, 16, 17, 19, and 23-31 are currently pending in the subject application and are presently under consideration. Claims 1, 2, 11, 17, 19, 23, 26 and 29 have been amended, and claim 10 and 22 have been cancelled as shown on pages 2-10 of the Reply.

Favorable reconsideration of the subject patent application is respectfully requested in view of the comments and amendments herein.

I. Rejection of Claims 1-6, 10-14, 16, 17, 19, and 22-31 Under 35 U.S.C. §103(a)

Claims 1-6, 10-14, 16, 17, 19, and 22-31 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Hanagan et al. (US 2001/0056362, hereinafter “Hanagan”) in view of Cingular (“Cingular Offers Rollover Minutes”). It is respectfully submitted that this rejection should be withdrawn for at least the following reasons. Hanagan, and Cingular, alone or in combination, do not teach each and every element of applicant’s invention as recited in the subject claims.

A factfinder should be aware, of course, of the distortion caused by hindsight bias and must be cautious of arguments reliant upon *ex post* reasoning. See *KSR v. Teleflex*, 550 U.S. ___, 127 S. Ct. 1727 (2007) citing *Graham v. John Deere Co. of Kansas City*, 383 U. S. 1, 36 (warning against a “temptation to read into the prior art the teachings of the invention in issue” and instructing courts to ““guard against slipping into the use of hindsight”” (*quoting Monroe Auto Equipment Co. v. Heckethorn Mfg. & Supply Co.*, 332 F. 2d 406, 412 (CA6 1964))).

Regarding claims 1-6, 11-14 and 30: Claims 2-6, and 30 depend upon independent claim 1. The amended independent claim 1 recites: A method of integrating billing and services management, ***and revenue sharing*** between a wireless telecommunications carrier and a ***disparate*** wireline telecommunications carrier, ***provisioning a call unit sharing plan allowing a user to charge units of wireless usage and units of wireline usage to one calling plan; receiving wireless usage at a wireless carrier; receiving wireline usage at a wireline usage rating platform; routing the wireless usage to the wireline usage rating platform;*** receiving a rollover matrix indicating a number of units of call usage that are available for rolling over to a subsequent usage period; rolling over to the subsequent usage period the number of units of call usage that are available for rolling over; if any of the wireless or wireline usage requires a billing charge, charging any of the wireless or wireline usage to the call unit sharing plan;

settling revenue associated with a call unit sharing plan between the wireless carrier and the wireline carrier in a single billing cycle by apportioning an amount of the revenue related to wireless services during the single billing cycle to the wireless carrier; and apportioning an amount of the revenue related to wireline services during the billing cycle to the wireline carrier. Hanagan does not teach or suggest a call unit sharing plan allowing a customer to charge units of wireless usage and units wireline usage to one calling plan. In this calling plan, the calling minutes are shared between the different wireless and wireline carriers. Hanagan does not teach or suggest how to share revenue between two disparate carriers sharing a call unit plan and having two different customer databases. Hanagan is limited to a single provider of wireline and wireless carrier, and is limited to combining single provider's product and services in a package or bundle (paragraph [0078]). That is, Hanagan teaches how to combine customer care, billing and product system at one carrier. It only teaches how to bundle different products and services from *one* carrier into different packages and provide volume or bundle discounts (paragraphs [0050], [0077], [0079] and [0098]) by storing customer information regarding product and services ordered in a *single* consolidated customer database (Abstract). The invention does not require a single consolidated customer database. Each carrier has its own customer database.

Furthermore, in Hanagan, the wireline usage and wireless usage are received at the same carrier, while in the invention the wireline and wireless usage are received at different carriers. Hanagan does not teach *routing the wireless usage to the wireline platform* because in Hanagan wireline and wireless services are provided by the same carrier.

Although, Hanagan teaches how to consolidate all the charges related to different service sand products ordered by the customer from *one* carrier, it does not teach how to divide the calling units usage between wireline and wireless carrier. Hanagan also does not teach that no charge is required when some of the wireless usage *was made from a wireless phone of a user to a wireline home phone of the user* (dependent claim 31 of the invention).

Further, Hanagan does not teach or suggest receiving a rollover matrix indicating a number of units of call usage that are available for rolling over to a subsequent usage period; rolling over to the subsequent usage period the number of units of call usage that are available for rolling over. Although, Cingular discloses providing a customer with rollover minutes that are unused minutes that can be added to their next month's minute allotment, it fails to make up for the other aforementioned deficiencies of Hanagan.

In view of at least the foregoing discussion, applicant's representative respectfully submits that Hanagan and Cingular, alone or in combination fails to teach or suggest all limitations of applicant's invention as recited in independent claim 1 (and claims 2-6, 6, and 30 that depend therefrom), and thus fails to make obvious the subject claimed invention. Accordingly, this rejection should be withdrawn.

Regarding claims 11-14 and 16: Claims 12-14 and 16 depend upon independent claim 11. The amended independent claim 11 recites: *A method for synchronizing services between a first telecommunications services carrier and a second disparate telecommunications services carrier. the method comprising: receiving a services order at a first services ordering platform of the first telecommunications services carrier requiring services changes that affect the second telecommunications services carrier; and notifying the second telecommunications services carrier to provide the services order to the second telecommunications services carriers.* Hanagan does not teach or suggest synchronization of services between two disparate carriers because the Products and Services Manager ("PSM") is limited to allowing customer to select products, services and price plans offered across market by one carrier (or *an organization*) using a *single consolidated customer database* (Abstract, and paragraphs [0078-0080 & 0182-0186]). Although, the Customer Care Manager ("CCM") informs the customers about their changes to services (paragraph [0168]), it does *not* notify the second telecommunications services carrier to provide the services ordered for the second carrier at the first service carrier because Hanagan is limited to customer's products and discount plans across markets at one carrier (paragraphs [0143 -0144]). Since, Hanagan teaches or suggest a single consolidated database across markets for one carrier, it does not teach or suggest *on a periodic basis, updating a customer affiliate subscriber information database in a businesses services platform the services changes that affect the second telecommunications services carrier; and on a periodic basis, synchronizing batch files passed from a subscriber data system of the first telecommunications services carrier to the customer affiliate subscriber information database to ensure the customer affiliate subscriber information database has complete information related to a subscriber to the first telecommunications services carrier and the second telecommunications services carrier.* Therefore, it would not be obvious to one of ordinary skill in the art at the time the invention was made to synchronize the subscriber information in the two different databases of two different carriers.

Dependent claim 16 recites: *sending an integrated fulfillment notification to any subscriber making services changes with either the first telecommunications services carrier or the second telecommunications services carrier where the services changes affect both the first telecommunications services carrier and the second telecommunications services carrier.* Although CCM in Hanagan informs the customers of any changes in their services across markets within the same carrier, it does not teach or suggest the invention where the carrier receiving the service order sends an integrated fulfillment notification after ensuring that second carrier has made changes that affects services from the second carrier. It is the carrier that receives the order that sends the fulfillment notification regardless of whether the order affected the first carrier, or second carrier or both.

In view of at least the foregoing discussion, applicant's representative respectfully submits that Hanagan fails to teach or suggest all limitations as recited in independent claim 11 (and claims 12-14, and 16 that depend therefrom), and thus fails to make obvious the subject claimed invention. Accordingly, this rejection should be withdrawn.

Regarding Independent Claim 17: As noted *supra*, Hanagan does not teach or suggest each and every element as recited in this amended independent claim, and Cingular fails to make up for the aforementioned deficiencies of Hanagan. Hanagan does not teach how to share revenue between two disparate carriers sharing a call unit plan and having two different customer databases. Further, Hanagan does not teach or suggest receiving a rollover matrix indicating a number of units of call usage that are available for rolling over to a subsequent usage period; rolling over to the subsequent usage period the number of units of call usage that are available for rolling over. Although, Cingular discloses providing a customer with rollover minutes that are unused minutes that can be added to their next month's minute allotment, it fails to make up for the other aforementioned deficiencies of Hanagan.

In view of at least the foregoing discussion, applicant's representative respectfully submits that Hanagan and Cingular, alone or in combination fails to teach or suggest all limitations of applicant's invention as recited in independent claim 17, and thus fails to make obvious the subject claimed invention. Accordingly, this rejection should be withdrawn.

Regarding Claims 19 and 31: Claim 31 depends upon amended independent claim 19. As noted *supra*, Hanagan does not teach or suggest each and every element as recited in this amended independent claim, and Cingular fails to make up for the aforementioned deficiencies of Hanagan. Hanagan does not teach how to share revenue between two disparate carriers

sharing a call unit plan and having two different customer databases. Although, Hanagan teaches how to consolidate all the charges related to different service and products ordered by the customer from *one* carrier, it does not teach *how to divide the calling units usage between wireline and wireless carrier*. Hanagan also does not teach that no charge is required when some of the wireless usage *was made from a wireless phone of a user to a wireline home phone of the user*. Further, Hanagan does not teach or suggest receiving a rollover matrix indicating a number of units of call usage that are available for rolling over to a subsequent usage period; rolling over to the subsequent usage period the number of units of call usage that are available for rolling over. Although, Cingular discloses providing a customer with rollover minutes that are unused minutes that can be added to their next month's minute allotment, it fails to make up for the other aforementioned deficiencies of Hanagan.

In view of at least the foregoing discussion, applicant's representative respectfully submits that Hanagan and Cingular, alone or in combination fails to teach or suggest all limitations of applicant's invention as recited in independent claim 19 and dependent claim 31 therefrom, and thus fails to make obvious the subject claimed invention. Accordingly, this rejection should be withdrawn.

Regarding claims 23-25: Claims 24 and 25 depend upon amended independent claim 23 which recites in part: A method of integrating billing management between a *plurality* of telecommunications services systems. As noted *supra*, Hanagan does not teach or suggest each and every element as recited in this amended independent claim, and Cingular fails to make up for the aforementioned deficiencies of Hanagan. Further, Hanagan does not teach or suggest that the consolidated bill could be produced at a third party call usage rating platform.

In view of at least the foregoing discussion, applicant's representative respectfully submits that Hanagan and Cingular, alone or in combination fails to teach or suggest all limitations of applicant's invention as recited in independent claim 23 (and claims 24 & 25 that depend therefrom), and thus fails to make obvious the subject claimed invention. Accordingly, this rejection should be withdrawn.

Regarding claims 26-28: Claims 27 and 28 depend upon amended independent claim 26. As noted *supra*, Hanagan does not teach or suggest each and every element as recited in this amended independent claim, and Cingular fails to make up for the aforementioned deficiencies of Hanagan. Hanagan does not teach or suggest allowing a user to charge units of wireless usage and units of wireline usage to one calling plan. Rather, Hanagan teaches how to bundle different

products and services from **one** carrier and provide volume or bundle discounts (paragraphs [0050], [0077], [0079] and [0098]) by storing customer information regarding product and services ordered in a **single** consolidated customer database (Abstract). The invention does not require a single consolidated customer database. Each carrier has its own separate customer database. That is, Hanagan teaches only how to package different services or products offered by one carrier into a single package ([0078]), and is limited to combining single provider's product and services in a package or bundle. Further, Hanagan teaches that both the wireline usage and wireless usage are received at the same carrier, while in the invention the wireline and wireless usage are received at different carriers. Further, Hanagan does not teach routing of wireless usage to wirline usage rating plan. Hanagan also does not teach or suggest receiving a rollover matrix indicating a number of units of call usage that are available for rolling over to a subsequent usage period; rolling over to the subsequent usage period the number of units of call usage that are available for rolling over. Although, Cingular discloses providing a customer with rollover minutes that are unused minutes that can be added to their next month's minute allotment, it fails to make up for the other aforementioned deficiencies of Hanagan.

In view of at least the foregoing discussion, applicant's representative respectfully submits that Hanagan and Cingular, alone or in combination fails to teach or suggest all limitations of applicant's invention as recited in independent claim 26 (and claims 27 and 28 that depend therefrom), and thus fails to make obvious the subject claimed invention. Accordingly, this rejection should be withdrawn.

Regarding independent claim 29: As noted *supra*, Hanagan does not teach or suggest each and every element as recited in this amended independent claim, and Cingular fails to make up for the aforementioned deficiencies of Hanagan. Although, Cingular discloses providing a customer with rollover minutes that are unused minutes that can be added to their next month's minute allotment, it fails to make up for the other aforementioned deficiencies of Hanagan.

In view of at least the foregoing discussion, applicant's representative respectfully submits that Hanagan and Cingular, alone or in combination fails to teach or suggest all limitations of applicant's invention as recited in the amended independent claim 29 and thus fails to make obvious the subject claimed invention. Accordingly, this rejection should be withdrawn.

CONCLUSION

The present application is believed to be in condition for allowance in view of the above comments and amendments. A prompt action to such end is earnestly solicited.

In the event any fees are due in connection with this document, the Commissioner is authorized to charge those fees to Deposit Account No. 50-1063 [ATTWP278USA].

Should the Examiner believe a telephone interview would be helpful to expedite favorable prosecution, the Examiner is invited to contact applicants' undersigned representative at the telephone number below.

Respectfully submitted,
AMIN, TUROCY & CALVIN, LLP

/Himanshu S. Amin/
Himanshu S. Amin
Reg. No. 40,894

AMIN, TUROCY & CALVIN, LLP
24TH Floor, National City Center
1900 E. 9TH Street
Cleveland, Ohio 44114
Telephone (216) 696-8730
Facsimile (216) 696-8731